

### **DETAILED ACTION**

1. This communication is a first Office Action Non-Final rejection on the merits. Claims 1-10, as originally filed, are currently pending and have been considered below.

#### ***Claim Objections***

2. Claims 2-8 are objected to under 37 CFR 1.75(c), as being of improper dependent form for failing to further limit the subject matter of a previous claim. Applicant is required to cancel the claim(s), or amend the claim(s) to place the claim(s) in proper dependent form, or rewrite the claim(s) in independent form.

The claims fail to be properly structured in a dependent claim form. The claims do reference a preamble to Claim 1, the independent claim. The claims are also structured where the limitations stated in the claim are disclosed before stating what the claim it is dependent upon.

3. Claim 3 is objected to under 37 CFR 1.75(c) as being in improper form because a multiple dependent claim should refer to other claims in the alternative only. See MPEP § 608.01(n). Accordingly, claim 3 has not been further treated on the merits.

#### ***Claim Rejections - 35 USC § 101***

4. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Art Unit: 4127

5. Claims 1-10 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The claimed invention does not disclose which of the statutory subject matters is being claimed.

***Claim Rejections - 35 USC § 112***

6. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

7. Claims 1, 2, and 4-10 are rejected as failing to define the invention in the manner required by 35 U.S.C. 112, second paragraph.

The claim(s) are narrative in form and replete with indefinite and functional or operational language. The structure which goes to make up the device must be clearly and positively specified. The structure must be organized and correlated in such a manner as to present a complete operative device. The claim(s) must be in one sentence form only. Note the format of the claims in the patent(s) cited.

Regarding Claims 1, 5, and 7, the phrase "for example" renders the claim indefinite because it is unclear whether the limitation(s) following the phrase are part of the claimed invention. See MPEP § 2173.05(d). Examiner interprets the term "i.e." found in Claims 1, 5, and 7 to mean "for example".

Claim 1 recites the limitation "the novice" in Line 2. There is insufficient antecedent basis for this limitation in the claim.

Claims 2 and 4 recites the limitation "the cost(s)" in Line 3 of Claim 2 and Line 2 of Claim 4. There is insufficient antecedent basis for this limitation in the claim.

Claim 5 recites the limitation "the automotive repair arena" in Line 4. There is insufficient antecedent basis for this limitation in the claim.

The term "fun" in Claim 1 and 7 is a relative term, which renders the claim indefinite. The term "fun" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. The claim fails to provide a standard to determine how the term "fun" is measured in reference to the environment of the automotive repair shops.

The term "comfortable" in claim 1 and 7 is a relative term, which renders the claim indefinite. The term "comfortable" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. The claim fails to provide a standard to determine how the term "comfortable" is measured in reference to the environment of the automotive repair shops.

The term "safe" in claim 1 is a relative term, which renders the claim indefinite. The term "safe" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. The

Art Unit: 4127

claim fails to provide a standard to determine how the term "safe" is measured in reference to the environment of the automotive repair shops.

Regarding Claims 8-10, the phrase "and/or" renders the claim indefinite because it is unclear whether all limitation(s) following the phrase are part of the claimed invention.

Regarding Claims 5 and 7, the phrase "via" renders the claim indefinite because it is unclear whether all limitation(s) following the phrase are part of the claimed invention.

### ***Claim Rejections - 35 USC § 102***

8. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

9. Claims 1, 2, 6, and 8 are rejected under 35 U.S.C. 102(b) as being anticipated by Fort Bliss MWR Auto Crafts Center (October 19, 2002, herein stated as "Fort Bliss").

As per Claim 1, Fort Bliss discloses a franchised do it yourself automotive repair shop for the novice too, seasoned cost conscience, male and female, consumer as a means of furnishing a fun, safe as well as a comfortable

Art Unit: 4127

environment, in which includes fully equipped private bay areas, i.e. automotive equipment, and tools, for repairing automobiles, motorized bikes, trucks, sports utility vehicles, passenger vans and other modes of transportation as well as assistance furnished too, actual repairing of such for customers (Page 3, discloses a do-it-yourself repair shop that provides bay areas where people can work on their own vehicles and avoid costly repair bills).

As per Claim 2, Fort Bliss discloses the cost incurred by the consumer being far less, than, the cost the consumer must absorb when taking their automotive transportation to commercial repair shops in regional locations (Page 1, discloses the do-it-yourself repair shop aides in avoiding costly repair bills).

As per Claim 6, Fort Bliss discloses providing customers with state-of-the-art equipment and tools, necessary to complete repairs in a timely and safe manner (Page 3, discloses a selection of tools available for shop patrons).

As per Claim 8, Fort Bliss discloses having on board at all times, well trained automotive staff who will provide assistance, and/or will do repairs on a limited basis for customers (Page 3, discloses auto crafts employees being available to assist with questions on technical problems and provide verbal instruction to hobby shop patrons).

10. Claim 9 is rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Department of Labor Occupational Safety & Health Administration (October 15, 2002, herein stated as "OSHA")

Art Unit: 4127

OSHA discloses furnishing jumpsuits, plastic gloves, face and/or hear gear, body cleaning solution as well as furnish other items based on state and/or federal statutory law requirement (Page 2 under Section titled "Compliance", discloses autobody shops are regulated under the OSHA regulations for General Industry. Page 4 discloses one of the regulations covered under General Industry is 29 CFR 1910.132(a) which states protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers shall be provided).

11. Claim 10 is rejected under 35 U.S.C. 102(a) as being anticipated by Vehicle Service Facilities (June 2003).

Vehicle Service Facilities discloses staff personnel whose area of responsibility would entail cleaning bay areas as well as dispose of parts, oil, tires, as well as others items requiring disposing based on repairs in accordance with state and/or federal laws (Page 9, discloses that all employees must be trained on the Best Management Practices; Page 5, discloses the Best Management Practices to include keeping the auto shop clean at all times; and transferring oil to a designated waste storage area).

### ***Claim Rejections - 35 USC § 103***

12. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to

be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

13. Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fort Bliss MWR Auto Crafts Center (October 19, 2002, herein stated as "Fort Bliss") in view of D'Antoni et al. (US 2003/0139996).

Fort Bliss discloses the claimed invention, as applied to Claim 1, above. However, Fort Bliss fails to explicitly disclose negotiating contracts in order to acquire discounts for customers.

D'Antoni et al. discloses a method for establishing business relationships with suppliers of goods and services with the concept of negotiating contracts with local businesses as a means of acquiring discounts for shop customers ([0006] discloses a buyer's organization negotiating discounts with various vendors in order to provide discounts to its members).

Therefore, from this teaching of D'Antoni et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the do-it-yourself repair center of Fort Bliss to include negotiating contracts in order to acquire discount for customers as taught by D'Antoni et al. in order to reduce the costs a parts needed by the customer for automotive repair.

14. Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fort Bliss MWR Auto Crafts Center (October 19,2002, herein stated as "Fort Bliss") in view of Freightman (May 9, 2002).

Fort Bliss discloses the claimed invention, as applied to Claim 1, above. However, Fort Bliss fails to explicitly disclose targeting female gender as a means of taking advantage of cost savings in the automotive repair arena.

Freightman discloses a method for promoting automotive maintenance classes for woman with the concept of concerting effort towards the female gender as a means of taking advantage of cost savings in the automotive repair arena (Page 2, discloses offering a program tailored towards women to provide classes for performing car maintenance).

Therefore, from this teaching of Freightman, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the do-it-yourself repair center of Fort Bliss to include targeting female gender as a means of taking advantage of cost savings in the automotive repair arena as taught by Freightman in order to aide women in understanding how a car functions and save money on car maintenance.

15. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fort Bliss MWR Auto Crafts Center (October 19, 2002, herein stated as "Fort Bliss") in view of Nas Jacksonville MWR Auto Hobby Shop (June 23, 2002, herein stated as "Nas Jacksonville").

Fort Bliss discloses the claimed invention, as applied to Claim 1, above. However, Fort Bliss fails to explicitly disclose providing seminars.

Nas Jacksonville discloses a do-it-yourself auto hobby shop with the concept of providing the customer with a fun and comfortable environment via



Art Unit: 4127

offering seminars, having an on-site eatery and lounge as well as temperature control in bay area (discloses providing free basic auto repair classes for customers).

Therefore, from this teaching of Nas Jacksonville, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the do-it-yourself repair center of Fort Bliss to include providing seminars as taught by Nas Jacksonville in order to aide customers in developing the skills required to perform automotive repairs.

### ***Conclusion***

16. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Fonya Long whose telephone number is (571) 270-5096. The examiner can normally be reached on Mon/Fri [7:30am/5:00pm EST] with First Fri. Off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Lynda Jasmin can be reached on (571) 270-3033. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

FML

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